BILL NO. S-92-08-05 (as amended)

SPECIAL ORDINANCE NO. S- 136-92

AN ORDINANCE approving the awarding of Reference #1607 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **RON LUNZ INC.; MARTIN ENTERPRISES; RICHARD NESS EXCAV. & TRKG. CO., INC.** for the Division of Neighborhood Code Enforcement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1607 between the City of Fort Wayne, by and through its Department of Purchasing and **RON LUNZ INC.; MARTIN ENTERPRISES; RICHARD NESS EXCAV. & TRKG. CO., INC.** for the Division of Neighborhood Code Enforcement; respectfully for:

> **the purchase of services to demolish 35± structures located throughout the City of Fort Wayne through the Division of Neighborhood Code Enforcement;**

involving a total cost of Eighty-Seven Thousand One Hundred Twenty Three ($87,123.00) - (RON LUNZ-$35,485.00; MARTIN- $33,675.00; RICHARD NESS-$17,963.00) all as more particularly set forth in said Reference #1607 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark E. GiaQuinta
Council Member

SANDY

THIS LIST REFLECTS THE CURRENT LIST OF STRUCTURES TO BE DEMOLISHED.

THE TOTAL AMOUNT, BY CONTRACTOR, IS SHOWN ON SECOND PAGE.

J Barton
8/19/92

BID PACKAGE #2-92

ADDRESS	OWNER	CONTRACT BUYER	COST	COUNCIL DISTRICT
3110 BOWSER	ERNEST WHITE		$2495	6
536 BUCHANAN	JESSIE/ALLIE B COLLINS		$2300	1
1120 CEDAR	HAZEL HARRIS		$1835	1
1227 ELIZA	CYNTHIA WILLIAMS		$2450	1
1332 FLETCHER	THOMAS L WOODCOCK		$2935	1
2318 GAY	JOHN B ANTHONY		$2475	1
1169 GRANT	THEKLA M LENK LAUR/ MARY ALICE BRIGGS		$4125	1
1214 GRANT	ROBERT COLEMAN		$2915	1
1509 HURD	JOHN A MAYS JR		$3387	1
2909 JOHN	CITY OF FORT WAYNE		$1795	1
4016 S LAFAYETTE	ANTHONY R DEUTSCH		$3505	5
4022 S LAFAYETTE	ANTHONY R DEUTSCH		$2695	5
103 E LEITH	DAVE WEIRICK		$3695	1
719 E LEWIS	WILLIE C MOORE		$2920	1
1313 E LEWIS	BRUCE A ROGAN		$2550	1
1403 E LEWIS	SAMUEL TYLER JR		$4650	1
1444 E LEWIS	THOMAS/MARION ESSEX		$2800	1
1510 E LEWIS	TREE OF LIFE BAPTIST CHURCH		$3675	1
1006 LIBERTY	VERNTER L TABRON		$2850	1
1327 MC CULLOCH	ROY P/MAJORIE E LATIMORE		$2400	1
2424 MINER	WILLIAM/MARGARETHE JUDGE		$2995	5

BID PACKAGE #2-92 CONTINUED

ADDRESS	OWNER	CONTRACT BUYER	COST	COUNCIL DISTRICT
2618 MORRIS	RICHARD LEE/ RUBY GROOVER		$1100	4
321 E PONTIAC	LAWYER B SMITH		$2845	1
714 POPLAR	HOWARD R JOHNSON		$ 750	1
3302 ROBINWOOD	WARREN E/JANET SHANNON		$2000	6
2930 SMITH	ALFRED/MARIE JONES		$2888	1
1428 SPY RUN	THEODORE L/FLORENCE M SUMMERS		$1220	3
814 W SUPERIOR	YOUSEF BAHRAMI		$3115	1
2514 WARSAW	RONALD BEASLEY		$3095	1
1524 E WAYNE	ANTONE D WILSON		$2650	1
2429 WEISSER PK	ANTONE D WILSON/ JONATHON D SCOTT		$4118	1
2826 WINTER	ORVILLE R COLLINS/ FREDDIE M DEPEW		$1895	6

TOTAL DEMOLITION COST: $ 87,123.00

COST PER CONTRACTOR

MARTIN:	NESS	LUNZ
$ 33,675.00	$ 17,963.00	$ 35,485.00

SG:dmg

BILL NO. S-92-08-05

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving the awarding of Reference #1607 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **RON LUNZ INC.; MARTIN ENTERPRISES; RICHARD NESS EXCAV. & TRKG. CO., INC.** for the Division of Neighborhood Code Enforcement.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1607 between the City of Fort Wayne, by and through its Department of Purchasing and **RON LUNZ INC.; MARTIN ENTERPRISES; RICHARD NESS EXCAV. & TRKG. CO., INC.** for the Division of Neighborhood Code Enforcement; respectfully for:

> **the purchase of services to demolish 35± structures located throughout the City of Fort Wayne through the Division of Neighborhood Code Enforcement;**

involving a total cost of Ninety-Four Thousand Eight Hundred Ninety-Eight and no/100 Dollars ~~($94,898.00)~~ 91,423 - (RON LUNZ-$35,485.00; MARTIN- ~~$41,450.00~~ 37,975; RICHARD NESS-$17,963.00) all as more particularly set forth in said Reference #1607 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark E. GiaQuinta
Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

REFERENCE NO.:	1607
DEPARTMENT:	N C E D
DATE:	08/11/92
ITEM/SERVICE:	DEMOLITIONS
ADVERTISED BID:	YES
DATES ADVERTISED:	6/19/92 & 6/26/92
DATE OPENED:	7/9/92
WRITTEN QUOTE:	
DATE DUE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	8
NO. OF VENDORS RECEIVING BID:	5
NO. OF VENDORS RETURNING BID:	3
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	5
DATE SENT TO DEPT FOR RECOMM:	07/09/92
DATE RECOMM RECEIVED BACK:	07/28/92
DATE SENT TO LAW DEPARTMENT:	07/31/92
INTRODUCTION DATE:	08/11/92
DISCUSSION DATE:	08/18/92
PASSAGE DATE:	08/25/92

REFERENCE NO. 1607
N C E D
DEMOLITIONS
7/21/92

		RON LUNZ INC			MARTIN ENTERPRISES			RICHARD NESS EXCAVATING		
NUMBER	STREET	DEMO	LOT	TOTAL	DEMO	LOT	TOTAL	DEMO	LOT	TOTAL
1828	ANTOINETTE	$2,495.00	$200.00	$2,695.00	$2,400.00	$250.00	$2,650.00	$3,325.00	$250.00	$3,575.00
536	BUCHANAN	$2,495.00	$200.00	$2,695.00	$2,050.00	$250.00	$2,300.00	$2,417.00	$250.00	$2,667.00
3110	BOWSER	$2,295.00	$200.00	$2,495.00	$2,250.00	$250.00	$2,500.00	$2,467.00	$250.00	$2,717.00
1120	CEDAR	$1,635.00	$200.00	$1,835.00	$1,975.00	$250.00	$2,225.00	$2,670.00	$250.00	$2,920.00
1227	ELIZA	$2,500.00	$200.00	$2,700.00	$2,200.00	$250.00	$2,450.00	$2,838.00	$250.00	$3,088.00
1332	FLETCHER	$2,735.00	$200.00	$2,935.00	$3,700.00	$250.00	$3,950.00	$3,340.00	$250.00	$3,590.00
2318	GAY	$2,500.00	$200.00	$2,700.00	$2,225.00	$250.00	$2,475.00	$3,038.00	$250.00	$3,288.00
1169-71	GRANT	$4,200.00	$250.00	$4,450.00	$3,875.00	$250.00	$4,125.00	$4,945.00	$250.00	$5,195.00
1214	GRANT	$2,695.00	$220.00	$2,915.00	$2,950.00	$250.00	$3,200.00	$3,880.00	$250.00	$4,130.00
808	HUESTIS	N/B	N/B	$0.00	$3,225.00	$250.00	$3,475.00	N/B	N/B	$0.00
1509	HURD	N/B	N/B	$0.00	$4,150.00	$250.00	$4,400.00	$3,137.00	$250.00	$3,387.00
2909	JOHN	$1,595.00	$200.00	$1,795.00	$1,925.00	$250.00	$2,175.00	$1,957.00	$250.00	$2,207.00
4016	S LAFAYETTE	N/B	N/B	$0.00	$4,000.00	$250.00	$4,250.00	$3,255.00	$250.00	$3,505.00
4022	S LAFAYETTE	$2,495.00	$200.00	$2,695.00	$3,950.00	$250.00	$4,200.00	$3,349.00	$250.00	$3,599.00
103	E LEITH	$3,495.00	$200.00	$3,695.00	$3,850.00	$250.00	$4,100.00	$3,705.00	$250.00	$3,955.00
719	E LEWIS	$2,695.00	$225.00	$2,920.00	$2,850.00	$250.00	$3,100.00	$3,665.00	$250.00	$3,915.00
1313	E LEWIS	$2,595.00	$200.00	$2,795.00	$2,300.00	$250.00	$2,550.00	$2,540.00	$250.00	$2,790.00
1403	E LEWIS	N/B	N/B	$0.00	$4,400.00	$250.00	$4,650.00	$6,295.00	$250.00	$6,545.00
1444	E LEWIS	$2,895.00	$200.00	$3,095.00	$2,550.00	$250.00	$2,800.00	$3,245.00	$250.00	$3,495.00
1510	E LEWIS	$3,545.00	$200.00	$3,745.00	$3,425.00	$250.00	$3,675.00	$3,985.00	$250.00	$4,235.00
1006	LIBERTY	$2,750.00	$200.00	$2,950.00	$2,600.00	$250.00	$2,850.00	$2,835.00	$250.00	$3,085.00
1327	MCCULLOCH	$2,425.00	$200.00	$2,625.00	$2,150.00	$250.00	$2,400.00	$2,805.00	$250.00	$3,055.00
2424	MINER	$2,795.00	$200.00	$2,995.00	$2,950.00	$250.00	$3,200.00	$2,837.00	$250.00	$3,087.00
2618	MORRIS	$900.00	$200.00	$1,100.00	$1,750.00	$250.00	$2,000.00	$2,105.00	$200.00	$2,305.00
321	E PONTIAC	$3,100.00	$0.00	$3,100.00	$2,750.00	$250.00	$3,000.00	$2,595.00	$250.00	$2,845.00
714	POPLAR	$650.00	$100.00	$750.00	$750.00	$0.00	$750.00	$800.00	$100.00	$900.00
3302	ROBINWOOD	$1,800.00	$200.00	$2,000.00	$2,200.00	$250.00	$2,450.00	$2,285.00	$200.00	$2,485.00
2930	SMITH	N/B	N/B	$0.00	$4,650.00	$250.00	$4,900.00	$2,638.00	$250.00	$2,888.00
1428	SPY RUN	N/B	N/B	$0.00	$1,475.00	$0.00	$1,475.00	$1,120.00	$100.00	$1,220.00
814	W SUPERIOR	$2,895.00	$220.00	$3,115.00	$3,200.00	$250.00	$3,450.00	$2,945.00	$250.00	$3,195.00
2514	WARSAW	$2,875.00	$220.00	$3,095.00	$3,600.00	$250.00	$3,850.00	$2,995.00	$250.00	$3,245.00
601	W WASHINGTON	$2,875.00	$0.00	$2,875.00	$1,650.00	$0.00	$1,650.00	$2,240.00	$150.00	$2,390.00
1524	E WAYNE	$3,695.00	$250.00	$3,945.00	$2,400.00	$250.00	$2,650.00	$3,045.00	$250.00	$3,295.00
2429	WEISSER PRK	N/B	N/B	$0.00	$4,950.00	$250.00	$5,200.00	$3,868.00	$250.00	$4,118.00
2826	WINTER	$1,695.00	$200.00	$1,895.00	$2,150.00	$250.00	$2,400.00	$2,237.00	$200.00	$2,437.00
GRAND TOTAL				$76,605.00			$107,475.00			$109,353.00

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7/9/92 BID REFERENCE # 1607

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR DEMOLITION AND LOT RESTORATION OF 40 +/- STRUCTURES AS PER SPECIFICATIONS.

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT DIVISION

THIS BID REQUIRES A XX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron Lunz Inc

STREET ADDRESS 5915 Ardmore

CITY FT WAYNE PHONE # 747-2716

BY Ronald Lunz Pres
REPRESENTATIVE SIGNATURE

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within _____ days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

PRICE SHEET
DEMOLITIONS/LOT RESTORATIONS

NO.	STREET NAME	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
1828	ANTOINETTE	HOUSE	$ 2495.00	$ 200.00	$ 2695.00
536	BUCHANAN	HOUSE	$ 2495.00	$ 200.00	$ 2695.00
3110	BOWSER	HOUSE	$ 2295.00	$ 200.00	$ 2495.00
1120	CEDAR	HOUSE/GARAGE	$ 1635.00	$ 200.00	$ 1835.00
1434	DREXEL	HOUSE	$	$	$
1227	ELIZA	HOUSE	$ 2500.00	$ 200.00	$ 2700.00
136	ESMOND	GARAGE	$ 520.00	$ 100.00	$ 620.00
1332	FLETCHER	HOUSE	$ 2735.00	$ 200.00	$ 2935.00
2318	GAY	HOUSE/GARAGE	$ 2500.00	$ 200.00	$ 2700.00
1169-71	GRANT	HOUSE	$ 4200.00	$ 250.00	$ 4450.00
1214	GRANT	HOUSE/GARAGE	$ 2695.00	$ 220.00	$ 2915.00
~~2818~~	~~S HANNA~~	~~HOUSE~~ removed 6/18/92	$	$	$
808	HUESTIS	HOUSE/GARAGE	$	$	$
1509	HURD	HOUSE	$	$	$
2909	JOHN	HOUSE	$ 1595.00	$ 200.00	$ 1795.00
2802	S LAFAYETTE	COMMERCIAL STRUCT	$ 4400.00	$ 250.00	$ 4650.00
4016	S LAFAYETTE	HOUSE	$	$	$
4022	S LAFAYETTE	HOUSE	$ 2495.00	$ 200.00	$ 2695.00
103	E LEITH	HOUSE	$ 3495	$ 200.00	$ 3695.00
719	E LEWIS	HOUSE	$ 2695.00	$ 225.00	$ 2920.00
1313	E LEWIS	HOUSE/GARAGE	$ 2595.00	$ 200.00	$ 2795.00
1403	E LEWIS	HOUSE/GARAGE	$	$	$
1444	E LEWIS	HOUSE	$ 2895.00	$ 200.00	$ 3095.00
1510	E LEWIS	HOUSE	$ 3545.00	$ 200.00	$ [illegible] 3745.00
1006	LIBERTY	HOUSE	$ 2750.00	$ 200.00	$ 2950.00
1327	MC CULLOCH	HOUSE	$ 2425.00	$ 200.00	$ 2625.00
2424	MINER	HOUSE/GARAGE	$ 2795.00	$ 200.00	$ 2995.00
2618	MORRIS	HOUSE	$ 900.00	$ 200.00	$ 1100.00
321	E PONTIAC	HOUSE/GARAGE	$ 3100.00	$	$
714	POPLAR	GARAGE	$ 650.00	$ 100.00	$ 750.00
3302	ROBINWOOD	HOUSE	$ 1800.00	$ 200.00	$ 2000.00
2930	SMITH	HOUSE	$	$	$
1428	SPY RUN	GARAGE	$ [redacted]	$ [redacted]	$ [redacted]
1415	STOPHLET	GARAGE	$	$	$
814	W SUPERIOR	HOUSE	$ 2895	$ 220	$ 3115.00
2514	WARSAW	HOUSE	$ 2875	$ 220.00	$ 3095.00
601	W WASHINGTON	COMMERCIAL BLDG	$ 2875	$ —	$ 2875.00
1524	E WAYNE	HOUSE/GARAGE	$ 3695.00	$ 250.00	$ 3945.00
2429	WEISSER PARK	HOUSE/GARAGE	$	$	$
2826	WINTER	HOUSE	$ 1695.00	$ 200.00	$ 1895.00

GRAND TOTAL: $ 78,775.00

VALIDITY OF BID PRICE 60 days
(IN CALENDAR DAYS)

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: _____

1. Governmental Unit: _____
2. County: _____
3. Bidder (Firm): _____
   Address: _____
   City/State: _____
4. Telephone Number: _____
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

_____
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Rodriguez Inc
Bidder (Firm)
Ronald Long Pres.
Signature of Bidder or Agent

Subscribed and sworn to before me this 20 day of July, 1995

My Commission Expires: 8-7-95

County of Residence: Allen

Notary Public

Karen S. Perkins
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7/9/92 BID REFERENCE # 1607

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR DEMOLITION AND LOT RESTORATION OF 40 +/- STRUCTURES AS PER SPECIFICATIONS.

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT DIVISION

THIS BID REQUIRES A XX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Martin Enterprises

STREET ADDRESS 4315 Meyer Road

CITY Fort Wayne, IN PHONE # (219) 447-5591

BY Gerald E. Martin
REPRESENTATIVE SIGNATURE

PRICE SHEET
DEMOLITIONS/LOT RESTORATIONS

NO.	STREET NAME	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
1828	ANTOINETTE	HOUSE	$2,400.00	$250.00	$2,650.00
536	BUCHANAN	HOUSE	$2,050.00	$250.00	$2,300.00
3110	BOWSER	HOUSE	$2,250.00	$250.00	$2,500.00
1120	CEDAR	HOUSE/GARAGE	$1,975.00	$250.00	$2,225.00
1434	DREXEL	HOUSE	$4,500.00	$250.00	$4,750.00
1227	ELIZA	HOUSE	$2,200.00	$250.00	$2,450.00
136	ESMOND	GARAGE	$ 800.00	$No Concrete	$ 800.00
1332	FLETCHER	HOUSE	$3,700.00	$250.00	$3,950.00
2318	GAY	HOUSE/GARAGE	$2,225.00	$250.00	$2,475.00
1169-71	GRANT	HOUSE	$3,875.00	$250.00	$4,125.00
1214	GRANT	HOUSE/GARAGE	$2,950.00	$250.00	$3,200.00
2818	S HANNA	HOUSE	$-0-	$-0-	$-0-
808	HUESTIS	HOUSE/GARAGE	$3,225.00	$250.00	$3,475.00
1509	HURD	HOUSE	$4,150.00	$250.00	$4,400.00
2909	JOHN	HOUSE	$1,925.00	$250.00	$2,175.00
2802	S LAFAYETTE	COMMERCIAL STRUCT	$7,025.00	$250.00	$7,275.00
4016	S LAFAYETTE	HOUSE	$4,000.00	$250.00	$4,250.00
4022	S LAFAYETTE	HOUSE	$3,950.00	$250.00	$4,200.00
103	E LEITH	HOUSE	$3,850.00	$250.00	$4,100.00
719	E LEWIS	HOUSE	$2,850.00	$250.00	$3,100.00
1313	E LEWIS	HOUSE/GARAGE	$2,300.00	$250.00	$2,550.00
1403	E LEWIS	HOUSE/GARAGE	$4,400.00	$250.00	$4,650.00
1444	E LEWIS	HOUSE	$2,550.00	$250.00	$2,800.00
1510	E LEWIS	HOUSE	$3,425.00	$250.00	$3,675.00
1006	LIBERTY	HOUSE	$2,600.00	$250.00	$2,850.00
1327	MC CULLOCH	HOUSE	$2,150.00	$250.00	$2,400.00
2424	MINER	HOUSE/GARAGE	$2,950.00	$250.00	$3,200.00
2618	MORRIS	HOUSE	$1,750.00	$250.00	$2,000.00
321	E PONTIAC	HOUSE/GARAGE	$2,750.00	$250.00	$3,000.00
714	POPLAR	GARAGE	$ 750.00	$No Concrete	$ 750.00
3302	ROBINWOOD	HOUSE	$2,200.00	$250.00	$2,450.00
2930	SMITH	HOUSE	$4,650.00	$250.00	$4,900.00
1428	SPY RUN	GARAGE	$1,475.00	$No Concrete	$1,475.00
1415	STOPHLET	GARAGE	$1,050.00	$No Concrete	$1,050.00
814	W SUPERIOR	HOUSE	$3,200.00	$250.00	$3,450.00
2514	WARSAW	HOUSE	$3,600.00	$250.00	$3,850.00
601	W WASHINGTON	COMMERCIAL BLDG	$1,650.00	$No Concrete/Tar	$1,650.00
1524	E WAYNE	HOUSE/GARAGE	$2,400.00	$250.00	$2,650.00
2429	WEISSER PARK	HOUSE/GARAGE	$4,950.00	$250.00	$5,200.00
2826	WINTER	HOUSE	$2,150.00	$250.00	$2,400.00

GRAND TOTAL: $121,350.00

VALIDITY OF BID PRICE 60
(IN CALENDAR DAYS)

THE FOLLOWING PRICES APPLY FOR REMOVING FREON
AIR CONDITIONERS $235.00 Each
REFRIGERATORS $ 95.00 Each

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within Three (3) days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: July 9, 1992

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Martin Enterprises, Inc.
   Address: 4315 Meyer Road
   City/State: Fort Wayne, IN 46806
4. Telephone Number: (219) 447-5591
5. Agent of Bidder (If applicable):

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Gerald C. Martin
Signature of Bidder or Agent

Gerald Martin

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Gerald C. Martin
Bidder (Firm)
Martin Enterprises
Signature of Bidder or Agent

Subscribed and sworn to before me this 9TH day of July, 1992

My Commission Expires: 6-24-96

County of Residence: Allen

Albert J. Ensley Jr
Notary Public

ALBERT J. ENSLEY JR
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT MARTIN ENTERPRISES, INC. ..... of Fort Wayne, Indiana ....., as Principal , and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto City of Fort Wayne as Obligee, in the full and just sum of Five Per Cent (5%) of Maximum Bid---------- Dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Demolition and Lot Restoration of Approximately Forty (40) Structures.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered July 9, 1992 (Date)

MARTIN ENTERPRISES, INC. (SEAL)

BY: (SEAL)

YASTE, ZENT & RYE AGENCY, INC.

Carol Jo Austin

UNITED STATES FIDELITY AND GUARANTY COMPANY

Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana, its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL)

(Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19.86..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

FS 3 (1-83)

PRINTED IN U.S.A.

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 7/9/92 BID REFERENCE # 1607

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR DEMOLITION AND LOT RESTORATION OF 40 +/- STRUCTURES AS PER SPECIFICATIONS.

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT DIVISION

THIS BID REQUIRES A XX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: XX %
IF PAID WITHIN XX DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Richard Ness Excav. & Trkg. Co., Inc.

STREET ADDRESS #1 Hitzfield St.-P.O.Box 455

CITY Huntington, IN PHONE # 672-3336

BY Richard Ness President
REPRESENTATIVE SIGNATURE

PRICE SHEET
DEMOLITIONS/LOT RESTORATIONS

NO.	STREET NAME	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
1828	ANTOINETTE	HOUSE	$3325.00	/$250.00	/$ 3575.00
536	BUCHANAN	HOUSE	$2417.00	/$250.00	/$ 2667.00
3110	BOWSER	HOUSE	$2467.00	/$250.00	/$ 2717.00
1120	CEDAR	HOUSE/GARAGE	$2670.00	/$250.00	/$ 2920.00
1434	DREXEL	HOUSE	$3490.00	/$250.00	/$ 3740.00
1227	ELIZA	HOUSE	$2838.00	/$250.00	/$ 3088.00
136	ESMOND	GARAGE	$ 850.00	/$100.00	/$ 950.00
1332	FLETCHER	HOUSE	$3340.00	/$250.00	/$ 3590.00
2318	GAY	HOUSE/GARAGE	$3038.00	/$250.00	/$ 3288.00
1169-71	GRANT	HOUSE	$4945.00	/$250.00	/$ 5195.00
1214	GRANT	HOUSE/GARAGE	$3880.00	/$250.00	/$ 4130.00
2818	S HANNA	HOUSE	$ --	/$ --	/$ --
808	HUESTIS	HOUSE/GARAGE	$ --	/$ --	/$ --
1509	HURD	HOUSE	$3137.00	/$250.00	/$ 3387.00
2909	JOHN	HOUSE	$1957.00	/$250.00	/$ 2207.00
2802	S LAFAYETTE	COMMERCIAL STRUCT	$6695.00	/$250.00	/$ 6945.00
4016	S LAFAYETTE	HOUSE	$3255.00	/$250.00	/$ 3505.00
4022	S LAFAYETTE	HOUSE	$3349.00	/$250.00	/$ 3599.00
103	E LEITH	HOUSE	$3705.00	/$250.00	/$ 3955.00
719	E LEWIS	HOUSE	$3665.00	/$250.00	/$ 3915.00
1313	E LEWIS	HOUSE/GARAGE	$2540.00	/$250.00	/$ 2790.00
1403	E LEWIS	HOUSE/GARAGE	$6295.00	/$250.00	/$ 6545.00
1444	E LEWIS	HOUSE	$3245.00	/$250.00	/$ 3495.00
1510	E LEWIS	HOUSE	$3985.00	/$250.00	/$ 4235.00
1006	LIBERTY	HOUSE	$2835.00	/$250.00	/$ 3085.00
1327	MCCULLOCH	HOUSE	$2805.00	/$250.00	/$ 3055.00
2424	MINER	HOUSE/GARAGE	$2837.00	/$250.00	/$ 3087.00
2618	MORRIS	HOUSE	$2105.00	/$200.00	/$ 2305.00
321	E PONTIAC	HOUSE/GARAGE	$2595.00	/$250.00	/$ 2845.00
714	POPLAR	GARAGE	$ 800.00	/$100.00	/$ 900.00
3302	ROBINWOOD	HOUSE	$2285.00	/$200.00	/$ 2485.00
2930	SMITH	HOUSE	$2638.00	/$250.00	/$ 2888.00
1428	SPY RUN	GARAGE	$1120.00	/$100.00	/$ 1220.00
1415	STOPHLET	GARAGE	$1093.00	/$200.00	/$ 1293.00
814	W SUPERIOR	HOUSE	$2945.00	/$250.00	/$ 3195.00
2514	WARSAW	HOUSE	$2995.00	/$250.00	/$ 3245.00
601	W WASHINGTON	COMMERCIAL BLDG	$2240.00	/$150.00	/$ 2390.00
1524	E WAYNE	HOUSE/GARAGE	$3045.00	/$250.00	/$ 3295.00
2429	WEISSER PARK	HOUSE/GARAGE	$3868.00	/$250.00	/$ 4118.00
2826	WINTER	HOUSE	$2237.00	/$200.00	/$ 2437.00

GRAND TOTAL: $122,281.00

VALIDITY OF BID PRICE 60
(IN CALENDAR DAYS)

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: July 9, 1992

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Richard Ness Excav. & Trkg. Co., Inc.
   Address: #1 Hitzfield St. -P.O.Box 455
   City/State: Huntington, IN 46750
4. Telephone Number: 672-3336
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Richard Ness
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

See Page #11 for each bid price

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Huntington COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Richard Ness Excav.& Trkg. Co., Inc.
Bidder (Firm)

Richard Ness
Signature of Bidder or Agent

Subscribed and sworn to before me this 9th day of July, 19 92

My Commission Expires: Dec. 4, 1994

County of Residence: Huntington

Keith E. Steele
Notary Public

Keith E. Steele
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

Century Surety Company

Bond No.: 500183

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we RICHARD NESS EXCAVATING & TRUCKING, INC., the Principal, and Century Surety Company, an Ohio Corporation, the Surety, are hereby bound unto City of Fort Wayne, the Obligee, in the penal sum of 5% of Amount Bid Not To Exceed $6,500.---Dollars ($ 6,500.) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Demolition of 40 +/- Structures

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmits the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; nor shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

Signed, sealed and executed this 9th day of July, 1992.

RICHARD NESS EXCAVATING & TRUCKING, INC.
Principal

By: Richard Ness Pres.
Title

Witness: Keith Steele

CENTURY SURETY COMPANY
Surety

By: Gerald G. Dahle
Attorney-In-Fact

Witness Carol J. Austin

101 (1/89)

CENTURY SURETY COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

PRINCIPAL RICHARD NESS EXCAVATING & TRUCKING, INC. EFFECTIVE DATE 7/9/92

CONTRACT AMOUNT Bid Bond AMOUNT OF BOND $ 5% of Amount Bid Not to Exceed $6500.

POWER NO. 500183

KNOW ALL MEN BY THESE PRESENTS: That the Century Surety Company, a corporation in the State of Ohio, does hereby nominate, constitute, and appoint: Gerald A. Dahle, John J. Pikel and Donald T. Belbutowski

its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Hundred Thousand Dollars ($500,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by the Board of Directors on the 4th day of October, 1988:

"RESOLVED, that any two officers of the Company shall have the authority to make, execute, and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Century Surety Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by two duly authorized officers this 4th day of October, 1988.

CENTURY SURETY COMPANY

Roswell P. Ellis, Executive Vice President

Glenn D. Southwick, Treasurer

CENTURY SURETY COMPANY CORPORATE SEAL OHIO JUNE 22, 1978

Notary Public)
State of Ohio) SS:

On this 4th day of October, 1988, before the subscriber, a Notary Public of the State of Ohio, duly commissioned and qualified, came Roswell P. Ellis and Glenn D. Southwick of the Century Surety Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Columbus, Ohio, the day and year above written.

NOTARIAL SEAL • STATE OF OHIO •

Sue E. Duffy

NOTARY PUBLIC, State of Ohio
My Commission expires on August 5, 1989

State of Ohio) SS:

I, the undersigned, Secretary of Century Surety Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, as set forth herein above, is now in force.

Signed and sealed in Cleveland, Ohio, this 9th day of July, 1992

CENTURY SURETY COMPANY CORPORATE SEAL OHIO JUNE 22, 1978

Anne L. Meyers, Secretary

Any reproduction or facsimile of this form is void and invalid

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.

2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.

B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.

C. The bidder must state how soon he/she can begin work, after the award of the contract. Within (10) Ten days.

D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Departent Administrator.

E. The contractor hereby agrees to the following details regarding the demolition of the above structures:

1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.

2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

Read the first time in full and on motion by Gia Quinta, seconded by ~~_____~~, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 8-11-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by ~~_____~~, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG				
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 8-25-92.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING)~~ ORDINANCE ~~RESOLUTION~~ NO. S-136-92 on the 25th day of August, 19 92

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Thomas C. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of August, 19 92, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of Aug.t, 19 92, at the hour of 6:00 o'clock P M., E.S.T.

PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 1607 for the purchase of services to demolish 35 +/- structures located throughout the City of Fort Wayne through the Neighborhood Code Enforcement Division. The cost reflects the lowest and most responsive of three (3) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Demolition of 35 +/- structures that are unsafe.

IF REPLACEMENT, WHAT NECESSITATES: S-92-08-05.

EFFECT ON NON-PASSAGE: Unsafe structures would continue to stand.

(as amended)

PRIOR APPROVAL REQUESTED: DATE:

MONIES INVOLVED:		
	Ron Lunz	$35485.00
	Martin	$41450.00
	Richard Ness	$17963.00

PRICE AGREEMENT: PURCHASE ORDER: YES

ACCOUNT INFORMATION: N C E D 178-008-UBF8-4415

BILL NO. S-92-08-05 (as amended)

REPORT OF THE COMMITTEE ON
FINANCE

MARK E. GiaQUINTA, CHAIR
DONALD J. SCHMIDT, VICE CHAIR
EDMONDS, RAVINE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) ~~XXXXXXXXX~~ approving the awarding of Reference #1607 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and RON LUNZ INC.: MARTIN ENTERPRISES: RICHARD NESS EXCAV. & TRKG. CO., INC. for the Division of Neighborhood Code Enforcement

HAVE HAD SAID (ORDINANCE) (RESOLUTION) ~~XXXXXXXXX~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION) ~~XXXXXXXXXXXX~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 8-25-92.

Sandra E. Kennedy
City Clerk